

B-0022

THIS AGREEMENT made and entered into this 13<sup>th</sup> day of July, 1973,  
by and between the CITY OF JERSEY CITY through its agent, BOARD OF MANAGERS OF  
THE JERSEY CITY MEDICAL CENTER, hereinafter known and designated as the "BOARD",  
and the members of the UNITED NURSES ORGANIZATION OF JERSEY CITY, hereinafter  
known and designated as the "UNO."

INTRODUCTORY STATEMENT

The within agreement is made to effectuate the policy of Chapter 303  
of the 1968 Laws of New Jersey, R. S. Cum. Suppl. 34:13A-1, et seq. (hereinafter  
"Ch. 303"), and to formalize agreements reached through negotiations conducted  
in good faith between the Board and the UNO with respect to grievances and  
terms and conditions of employment.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order  
that a harmonious relationship may exist between the Board and the UNO to the  
end that continuous and efficient service will be rendered, this agreement is  
created.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

UNO RECOGNITION

Section 1. The Board hereby recognizes the UNO as the sole and exclusive representative of all temporary and permanent employees who hold the title of Licensed Practical Nurse, Graduate Nurse, Head Nurse, covered under this agreement for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

ARTICLE II

GRIEVANCE PROCEDURES

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Board and the UNO as quickly as possible, so as to insure efficiency and promote employees' morale.

A grievance is defined as any disagreement between the City and the employees, or the UNO, involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them.

A grievance shall be processed as follows:

1. It shall be discussed with the employee(s) involved and the UNO representatives with the immediate supervisor. The answer shall be made within three (3) working days by such immediate supervisor, to the UNO.
2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the UNO and submitted to the Director of Nurses, or her designee, and the answer to such grievance shall be made in writing, with a copy to the UNO, within five (5) working days of its submission.
3. If the grievance is not settled by Steps 1 and 2, then the UNO shall have the right to submit such grievance to the Executive Director of the Medical Center, or his designee. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) working days after submission.
4. If the grievance is not settled through Steps 1, 2 and 3, then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.
5. If the grievance is not settled by Steps 1, 2 and 3 and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the UNO shall have the right to submit such grievance OPTIONAL STEP? to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the Board and the UNO equally.
6. The UNO President, or his authorized representative, may report an impending grievance to the Executive Director in an effort to forestall its occurrence.

Section 2. Since adequate grievance procedures are provided in this agreement, the UNO agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Medical Center.

Section 3. Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.



ARTICLE III

UNO NOTIFICATION

Section 1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the UNO before they are established.

ARTICLE IV

SENIORITY

Section 1. Wherever practicable seniority shall prevail at all times in connection with vacation, shift assignments, sectional assignments, or holidays.

Section 2. Seniority for all purposes is defined in accordance with Civil Service Rules and Law.

Section 3. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.

ARTICLE V

SERVICE FEE - AGENCY SHOP

Section 1. Whenever an employee who falls within the bargaining unit fails to become a member of the UNO, he shall pay to the UNO a monthly service fee equal to the monthly UNO membership dues for the various services provided him by the UNO.

The UNO agrees that it shall have the sole and exclusive responsibility for the collection of the service fees. Failure of an employee to pay the service fee shall not subject him to harassment, removal or any other disciplinary action.

The UNO agrees to indemnify and hold harmless the Board from any causes of action, claims, loss or damages incurred as a result of this clause.

ARTICLE VI

DUES CHECK OFF

Section 1. The Board agrees to deduct the monthly UNO membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Board by the Treasurer of the UNO, and the aggregate deductions of all em-

ployees shall be remitted together with an itemized statement, to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for checkoff must be received in writing by the Board and the UNO July 1st and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

#### ARTICLE VII

##### HOURS OF DUTY

Section 1. The work week shall consist of 5 days beginning on Saturday for hospital nurses.

Section 2. Nurses shall have every other weekend off, if they so desire, provided the hospital is at maximum nursing strength in accordance with budgeted allowances and no general emergency exists. Nurses not desiring weekends off will be accommodated, if possible. In any event, unless critical staffing shortage exists, nurses shall have two consecutive days off each work week. The granting of two consecutive days off shall not be arbitrarily denied.

Section 3. The Board agrees to notify the UNO of all newly hired employees and their starting salary.

Section 4. Schedule of Hours:

Ambulance            8 AM - 4 PM    4 PM - 12 M    12 M - 8 AM

Outpatient           8 AM - 4 PM

O. R.                7 AM - 3 PM    3 PM - 11 PM    11 PM - 7 AM

Nursing Service    7 AM - 3 PM    3 PM - 11 PM    11 PM - 7 AM

The above schedule will be adhered to except in special situations requested by individual nurses to alter the working schedule for the convenience of the nurse, provided the best interest of both nurse and hospital is served.

#### ARTICLE VIII

##### TEMPORARY STATUS

Section 1. The UNO and the Board recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees.

To alleviate this inequity the Board agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this agreement to the shortest possible amount of time.

## ARTICLE IX

### NEWLY CREATED POSITIONS

Section 1. If in the opinion of the Board, an open position demands additional qualifications than those set by Civil Service, the Board agrees to submit to the UNO the additional criteria for comment prior to submitting same to the N. J. Department of Civil Service for approval.

Section 2. In the event that there is a new opening or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted in a conspicuous place in the clock room precisely where the new opening or vacancy exists or precisely what the new position is, and in every event the qualifications necessary to fill such a position.

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply.

## ARTICLE X

### TEMPORARY ASSIGNMENTS

Section 1. Nurses are to be assigned wherever practicable to their sectional choice. Transfer of service may be temporarily done in emergency cases only. Every effort shall be made not to temporarily assign a nurse more than 8 hours in any one pay period.

## ARTICLE XI

### PENSION AND RETIREMENT

Section 1. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

## ARTICLE XII

### TERMINAL LEAVE

Section 1. Nurses who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of one working day for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed to the retiring nurse.

## ARTICLE XIII

### INSURANCE

Section 1. Malpractice insurance in the amount of \$1,000,000/\$3,000,000 shall be supplied by the Board at no expense to the nurses.

Section 2. The Board shall supply to nurses all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the Board shall pay and satisfy all judgments against nurses for such claims.

Section 3. Hospitalization. The nurses shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical, to cover themselves and <sup>family</sup> ~~and~~ their dependents.

Section 4. Life Insurance. The Board will provide for Life Insurance in the amount of \$2,500 and Accidental Death and Dismemberment Insurance in the amount of \$2,500 for each nurse.

## ARTICLE XIV

### UNION PRIVILEGES

Section 1. A maximum of two (2) nurses, selected by the UNO, shall be permitted to attend the American Nurses Association convention and/or the New Jersey State Nurses convention for a period of time not to exceed three (3) days each with straight time pay only if absent during the normal scheduled working time.

## ARTICLE XV

### BULLETIN BOARD

Section 1. The Board shall permit the installation of bulletin boards, at the expense of the UNO, but the Executive Director shall determine the exact locations, sizes and number of the boards to be installed.

## ARTICLE XVI

RATES OF PAYWAGES

	<u>Years of Service</u>	<u>7/1/70</u>	<u>1/1/71</u>
<u>Graduate:</u>	1 to 3	\$ 8,473	\$ 8,773
	4 to 6	\$ 8,773	\$ 9,073
	7 to 10	\$ 9,073	\$ 9,373
	11 to 19	\$ 9,373	\$ 9,673
	20 or more	\$ 9,673	\$ 9,973
<u>Head:</u>	1 to 3	\$ 9,342	\$ 9,642
	4 to 6	\$ 9,642	\$ 9,942
	7 to 10	\$ 9,942	\$10,242
	11 to 19	\$10,242	\$10,542
	20 or more	\$10,542	\$10,842
<u>Special Graduate:</u>	1 to 3	\$ 8,898	\$ 9,198
	4 to 6	\$ 9,198	\$ 9,498
	7 to 10	\$ 9,498	\$ 9,798
	11 to 19	\$ 9,798	\$10,098
	20 or more	\$10,098	\$10,398
<u>Special Head:</u>	1 to 3	\$ 9,811	\$10,111
	4 to 6	\$10,111	\$10,411
	7 to 10	\$10,411	\$10,711
	11 to 19	\$10,711	\$11,011
	20 or more	\$11,011	\$11,311
<u>LPN:</u>	1 to 3	\$ 6,354	\$ 6,541
	4 to 6	\$ 6,579	\$ 6,766
	7 to 10	\$ 6,804	\$ 6,953
	11 to 19	\$ 7,029	\$ 7,216
	20 or more	\$ 7,254	\$ 7,441
<u>LPN SS:</u>	1 to 3	\$ 6,672	\$ 6,891
	4 to 6	\$ 6,897	\$ 7,116
	7 to 10	\$ 7,122	\$ 7,341
	11 to 19	\$ 7,347	\$ 7,566
	20 or more	\$ 7,572	\$ 7,791

Nurses shall move to the appropriate step of salary guide as of 1/1/71 if years of service place them on a higher step.

ARTICLE XVII

SHIFT PAY DIFFERENTIAL

Section 1. The parties herein recognize the financial difference in shift pay and all payments shall be made in accordance with the following schedule:

	<u>Registered Nurse</u>	<u>Practical Nurse</u>
3 PM - 11 PM	\$1,200	\$ 900
4 PM - 12 M		
11 PM - 7 AM	1,500	1,125
12 M - 8 AM		

ARTICLE XVIII

OVERTIME

Section 1. Employees requested to work over 8 hours in one day or more than 80 hours in a two-week period shall be compensated at one and one-half times the individual daily rate of pay. Compensatory time off equivalent to time and one-half may be given in lieu of pay at the option of the nurse.

Section 2. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

Section 3. Overtime work shall be first offered to regularly employed nurses in the section where overtime arises.

Section 4. Overtime work shall be distributed equally within title whenever practicable. Records shall be kept by the Nursing Service Section and may be reviewed by the UNO at reasonable times.

Section 5. Overtime work, except in emergency, shall be voluntary and there shall be no discrimination against any employee who refuses to work overtime.

ARTICLE XIX

CALL IN TIME

Section 1. Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked.

ARTICLE XX

TUITION REIMBURSEMENT

Section 1. After six months of employment, Professional and Practical Nurses who are taking College Credit Courses applicable to a nursing degree, as determined by the college, whether as a matriculating or non-matriculating student will receive tuition reimbursement.

Section 2. Reimbursement will be made after proof is shown that the employee received passing grades in the course(s).

Section 3. Nurses shall receive tuition reimbursement not to exceed \$360.00 for credit costs per year for each nurse. The maximum budgeted allocation for the total program shall not exceed \$9,000 per year.

Section 4. All such courses as outlined above must be taken after working hours.

Section 5. When funds are available as set forth in Section 3 above, the UNO agrees to designate two people, and the Board agrees to designate two people, who shall constitute a tuition reimbursement committee which committee shall be charged with the responsibility of establishing equitable criteria for the administration of the program.

ARTICLE XXI

MEAL PERIODS

Section 1. All employees shall be granted a lunch period of 45 minutes during each working shift.

ARTICLE XXII

HOLIDAYS

Section 1. The following 12 days shall be recognized as paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election (November)
Good Friday	Armistice Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A holiday that falls on Saturday shall be celebrated on the previous Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

Section 2. If an employee works on the holiday, he may, at his

option, receive double time for the holiday worked, or straight time for the holiday worked and a compensatory day off at straight time. Such compensatory day shall be taken during the pay period immediately preceding, within or immediately following the holiday pay period.

#### ARTICLE XXIII

##### VACATION

Section 1. All nurses shall receive vacation allowance as follows:

Up to the end of the 1st calendar year of service	1½ working days for each month
1 to 15 years of service	20 working days each year
Over 15 years	25 working days each year

Section 2. Vacation time not granted by the appointing authorities shall accumulate for the next succeeding year only.

Section 3. Nurses who are laid off or retire shall use all accumulated days prior to the effective day of lay-off or retirement.

Section 4. All nurses if they so desire shall be entitled to 10 working days during the summer period - June 15-Sept. 15.

#### ARTICLE XXIV

##### SICK LEAVE

Section 1. All employees covered by this agreement shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to end of 1st calendar year	1 working day for each month
Each calendar year thereafter	15 working days

Section 2. Sick days not taken by employees in any year shall accumulate from year to year.

#### ARTICLE XXV

##### LEAVES OF ABSENCE

Section 1. Leave of absence with pay shall be granted as follows:

(a) A death in the employee's immediate family shall not be charged against his accrued sick leave or compensatory time. Time off shall be given from the day of death until the day after the funeral, not to exceed five days. Immediate family shall be defined as follows: Mother, father, son, daughter,

sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents and grandchildren.

(b) If the employee is directed by the Executive Director of the hospital to attend school or take courses to increase professional proficiency.

(c) Injured in line of duty, pursuant to Civil Service laws, Workmen's Compensation laws and other applicable State law.

Section 2. Leave of absence without pay may be granted for good cause to any permanent employee in accordance with Civil Service rules and law. Said leave may not be arbitrarily or unreasonably withheld.

Section 3. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

When any military compensation of any employee (covered by this agreement) is less than his salary, the additional amount is to be provided by the city, as per city resolution.

#### ARTICLE XXVI

##### ON CALL - OPERATING ROOM

Section 1. Operating Room Nurses shall receive 33-1/3% of their daily rate for being on call.

Section 2. If called to report for duty she shall receive the 33-1/3% rate plus time and one-half for hours actually worked. When time is over five hours, the nurse shall have the option of compensatory time off at the rate of time and one-half or shall be paid at the rate of time and one-half.

Section 3. In every event, a nurse who actually reports for work while on call shall be guaranteed a minimum of four hours employment.

Section 4. If the nurse on call duty does not respond to the call or is not at home when called, call time will be forfeited.

Section 5. In no event shall a Nurse who is On-Call be On-Call for more than 8 hours.

#### ARTICLE XXVII

##### MANAGEMENT RIGHTS

Section 1. The Board hereby retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer,

discipline or discharge employees for just cause.

Section 2. Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State law and all rights enumerated herein.

#### ARTICLE XXVIII

##### UNO RIGHTS

Section 1. Representatives of the UNO, not exceeding three (3), shall have access to the hospital to meet with UNO delegates as stewards during their lunch periods or other free periods to carry out UNO business, provided hospital operations are not impeded. Such meetings are restricted to the cafeteria or non-patient areas only.

Section 2. Representatives of the UNO shall have the right to post on the UNO bulletin board material dealing with the proper and legitimate business of the UNO at any time.

#### ARTICLE XXIX

##### SAVING CLAUSE

Section 1. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof.

#### ARTICLE XXX

##### STORAGE OF NURSES' POSSESSIONS

Section 1. The employer shall make every effort to see that a nurse is supplied with a locker to store her possessions during her tour of duty.

#### ARTICLE XXXI

##### POLICY RECOMMENDATIONS

Section 1. The UNO may recommend changes in hospital policies and decisions affecting the welfare of patients and nurses alike.

#### ARTICLE XXXII

##### IN-SERVICE PROGRAMS

Section 1. The UNO may recommend in-service programs.

ARTICLE XXXIII

CHANGES, SUPPLEMENTS OR ALTERATIONS

Section 1. Any provision of this agreement may be changed, supplemented or deleted, provided both parties mutually agree.

ARTICLE XXXIV

DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of July 1, 1970 and shall expire on December 31, 1971.

Both parties agree to commence negotiations for the year 1972 on or about September, 1971.

ARTICLE XXXV

APPLICABLE LAWS

Section 1. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws.

IN WITNESS WHEREOF, the parties hereto have caused their presents  
to be signed by their duly authorized officers the day and year first above  
written.

BOARD OF MANAGERS OF THE  
JERSEY CITY MEDICAL CENTER

By Rabbi Samuel A. Berman  
Rabbi Samuel A. Berman, Chairman

Attest:

Patrick J. McGovern  
Patrick J. McGovern, M.D., Secretary

UNITED NURSES ORGANIZATION  
OF JERSEY CITY

By Eleanor C. Moore  
President

Mary Caylor  
Secretary